

1 J. Andrew Coombs (SBN 123881)
 andy@coombsp.com
 2 Nicole L. Drey (SBN 250235)
 nicole@coombsp.com
 3 J. Andrew Coombs, A Prof. Corp.
 517 East Wilson Avenue, Suite 202
 4 Glendale, California 91206
 Telephone: (818) 500-3200
 5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiffs Disney
 Enterprises, Inc. and Warner Bros.
 7 Entertainment Inc.

8 Dane Gallivan
 9 aroufus@comcast.net
 P.O. Box 3201
 10 Parker, CO 80134
 Telephone: (303) 513-4487

11 Defendant, *in pro se*

12
 13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15 Disney Enterprises, Inc. and Warner Bros. }
 16 Entertainment Inc., }

17 Plaintiffs, }

18 v. }

19 Dane Gallivan a/k/a DJ Gallivan, an
 individual and d/b/a
 20 www.OnlyClassicMovies.com and Does
 1 through 10, inclusive, }

21 Defendants. }

Case No. CV09-8533 CBM (RCx)

CONSENT DECREE AND
 PERMANENT INJUNCTION

23 The Court, having read and considered the Joint Stipulation for Entry of
 24 Consent Decree and Permanent Injunction that has been executed by Plaintiffs Disney
 25 Enterprises, Inc. and Warner Bros. Entertainment Inc. (collectively "Plaintiffs") and
 26 Defendant Dane Gallivan a/k/a DJ Gallivan, an individual and d/b/a
 27
 28

1 www.OnlyClassicMovies.com (“Defendant”) in this action, and good cause appearing
2 therefore, hereby:

3 ORDERS that based on the parties’ stipulation and only as to Defendant, his
4 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the
5 within action as follows:

6 1) This Court has jurisdiction over the parties to this action and over the subject
7 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.
8 Service of process was properly made against Defendant.

9 2) Plaintiffs claim that they own or control the pertinent rights in and to the
10 copyright registrations listed in Exhibit “A” attached hereto and incorporated herein
11 by this reference (The copyrights identified in Exhibit A are collectively referred to
12 herein as “Plaintiffs’ Properties”).

13 3) Plaintiffs have alleged that Defendant has made unauthorized uses of Plaintiffs’
14 Properties or substantially similar likenesses or colorable imitations thereof.

15 4) Defendant and his agents, servants, employees and all persons in active concert
16 and participation with him who receive actual notice of the Injunction are hereby
17 restrained and enjoined from:

18 a) Infringing Plaintiffs’ Properties, either directly or contributorily, in any
19 manner, including generally, but not limited to manufacturing, importing,
20 reproducing, distributing, advertising, selling and/or offering for sale any
21 unauthorized product which features any of Plaintiffs’ Properties
22 (“Unauthorized Products”), and, specifically from:

23 i) Importing, manufacturing, reproducing, distributing, advertising,
24 selling and/or offering for sale the Unauthorized Products or any other
25 unauthorized products which picture, reproduce, copy or use the
26 likenesses of or bear a substantial similarity to any of Plaintiffs’
27 Properties;
28

1 ii) Importing, manufacturing, reproducing, distributing, advertising,
2 selling and/or offering for sale in connection thereto any unauthorized
3 promotional materials, labels, packaging or containers which picture,
4 reproduce, copy or use the likenesses of or bear a confusing similarity to
5 any of Plaintiffs' Properties;

6 iii) Engaging in any conduct that tends falsely to represent that, or is
7 likely to confuse, mislead or deceive purchasers, Defendant's customers
8 and/or members of the public to believe, the actions of Defendant, the
9 products sold by Defendant, or Defendant himself is connected with
10 Plaintiffs, is sponsored, approved or licensed by Plaintiffs, or is affiliated
11 with Plaintiffs;

12 iv) Affixing, applying, annexing or using in connection with the
13 importation, manufacture, reproduction, distribution, advertising, sale
14 and/or offer for sale or other use of any goods or services, a false
15 description or representation, including words or other symbols, tending
16 to falsely describe or represent such goods as being those of Plaintiffs.

17 5) Each side shall bear its own fees and costs of suit.

18 6) Except as provided herein, all claims alleged in the Complaint are dismissed
19 with prejudice.

20 7) This Injunction shall be deemed to have been served upon Defendant at the time
21 of its execution by the Court.

22 8) The Court finds there is no just reason for delay in entering this Injunction and,
23 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
24 immediate entry of this Injunction against Defendant.

25 9) The Court shall retain jurisdiction of this action to entertain such further
26 proceedings and to enter such further orders as may be necessary or appropriate to
27 implement and enforce the provisions of this Injunction.
28

10) The above-captioned action, shall, upon filing by Plaintiffs of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

11) This Court shall retain jurisdiction over the Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

DATED: June 7, 2010



Hon. Consuelo B. Marshall
Judge, United States District Court
for the Central District of California

PRESENTED BY:

J. Andrew Coombs, A Prof. Corp.

By: _____
J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiffs Disney
Enterprises, Inc. and Warner Bros.
Entertainment Inc.

Dane Gallivan a/k/a DJ Gallivan, an
individual and d/b/a
www.OnlyClassicMovies.com

By: _____
Dane Gallivan a/k/a DJ
Gallivan
Defendant, *in pro se*